

REQUEST FOR PROPOSALS

COLLECTION, TRANSPORTATION AND DISPOSAL OF RESIDENTIAL REFUSE FOR THE CITY OF LONSDALE, MN APRIL 1, 2015 THROUGH MARCH 31, 2020

January 29, 2015

The City of Lonsdale, located in Rice County, Minnesota is accepting proposals for the exclusive collection, transportation and disposal of low density residential refuse in the City of Lonsdale, MN. Proposals shall be clearly labeled "Residential Refuse Proposal" and received by the City of Lonsdale no later than 9:00 am on Tuesday, February 17, 2015 at City Hall, 415 Central St. W., PO Box 357 Lonsdale, MN 55046.

1. GENERAL INSTRUCTION:

Contact:

Any questions regarding the proposal should be submitted to:

Joel A. Erickson jerickson@lonstel.com
City Administrator Office: (507) 744-2327
415 Central St. W. Cell: (612) 701-8210
PO Box 357
Lonsdale, MN 55046

Submittal:

"Residential Refuse Proposal"
City of Lonsdale
Attn: Joel A. Erickson, City Administrator
415 Central St. W.
PO Box 357
Lonsdale, MN 55046

Submittal Requirements:

- a. Submit ten (10) copies of your proposal on or before the date and time established for receiving proposals;
- b. Proposals received after the deadline will be rejected;
- c. Five (5) references and contact information for cities of at least Lonsdale's population of 3,800 and/or 1,200 residential units.

Project Schedule:

- | | |
|---|-------------------|
| a. City Council approves proposed RFP | January 29, 2015 |
| b. Proposals sent to invited Contractor | January 30, 2015 |
| c. Proposals due | February 17, 2015 |
| d. City Council reviews/approves proposal | February 26, 2015 |
| e. Delivery of carts: | March 26, 2015 |
| f. Service with Contractor begins | April 1, 2015 |

Terms and Conditions:

The City shall not be liable for any expenses incurred by the consultants including but not limited to expenses associated with the preparation of the proposal or final contract negotiations.

2. BACKGROUND:

The City of Lonsdale currently and has had an exclusive hauler contract with Waste Management for residential refuse collection, transportation and disposal for the last ten (10) years. This contract will expire March 31, 2015.

3. PROJECT DESCRIPTION:

- a. There are approximately 1,200 residential carts in Lonsdale varying in size from 32 gallons to 96 gallons. The successful bidder will be expected to deliver carts to residents no later than Thursday, March 26, 2015 and to begin refuse collection on Thursday, April 2, 2015. Refuse is currently picked up weekly on Thursdays and Fridays but will consider collection on a single day, preferably Thursday. Recycling is collected on the same day as refuse collection. The City would like to continue same day collection services. As required by Rice County, all refuse is disposed of at the Rice County Landfill. The disposal fee charged by Rice County shall be included in your proposal as a component of your proposed rates.
- b. Curbside recycling collection currently takes place every other week. At a minimum, this schedule shall continue on the same day and during the same hours as refuse collection. In addition, the City is also interested in knowing the cost, if any to the City, for recycling collection every week on the same day refuse is collected. Recycling collection shall take place every other week on the same day and during the same hours as refuse collection. The Contractor shall be licensed in Rice County and shall provide recycling collection to all households in the City of Lonsdale, in a manner consistent with the standards/requirements established by Rice County. Rice County is responsible for the recycling program for all Rice County households and for providing compensation to the Contractor for recycling services.
- c. **Definition of Household:** Contractor shall collect refuse and recycling under the terms hereof from all households in the City. Household shall mean a single family dwelling unit, including a house, apartment in a complex up to and including three (3) units, condominium, townhouse or other such unit.
- d. The City of Lonsdale shall not be responsible for collection of payment from customers in the event of non-payment. The basic service for collection, transportation and disposal of refuse shall be a thirty-two (32) gallon, sixty-four (64) gallon or ninety-six (96) gallon container at the option of the customer. The contractor shall supply such containers to all households and shall replace as necessary from time to time all lost, stolen, damaged or defective containers. All containers shall remain the property of the Contractor. Currently (as of January 22, 2015), cart distribution is as follows:

32 gallon containers (senior):	66
32 gallon containers:	244
64 gallon containers:	560

96 gallon containers:	322
Bags:	7
Drive By:	12

- e. Persons with physical disabilities which prohibit the placement of refuse or recycling containers must be allowed to make special pick-up arrangements with the Contractor at no additional cost to the customer, provided they have a signed statement of need from their physicians.
- f. White Goods Collection:
 Provided that a household resident makes special arrangements with the Contractor, the Contractor shall collect and dispose of large items commonly known as white goods, including but not limited to: refrigerators, stoves, dishwashers, washers, dryers and mattresses. The cost for these services will be specifically stated in the proposal form. Including in this pricing shall be the cost associated with complying all applicable rules and regulations associated with disposal of such items. Prices for this service initially established in this proposal may be modified from time to time upon approval by the City.
- g. Special Events / Programs:
Spring Clean Up – the Contractor shall provide an additional collection service for large and bulky items on one Saturday in the spring of each year on a date to be determined mutually by the City and Contractor. The Contractor shall provide the equipment and labor necessary for the collection. Residents will be charged a fee that shall be specifically stated in the proposal form. Prices for this service initially established in this proposal may be modified from time to time upon approval by the City. Residents shall be charged a fee for the drop off and disposal of white goods, as identified above in item f. The Contractor shall be responsible for placing an ad in the official newspaper of the City advertising residents of the date, time and location.

Recycling Program – the Contractor shall provide a Recycling Program that is designed to involve youth or other civic organizations in educating residents about the benefits of recycling mixed paper and cardboard, increase residential recycling participation and support are civic organizations. The Contractor shall provide a financial contribution per ton of mix paper and cardboard recycled by the selected organization as established in the Contractor’s proposal.
- h. Refuse and recycling collection related to any program under this contract shall not include toxic or hazardous waste or other materials prohibited by law or considered unacceptable by the receiving disposal facility.
- i. Unless the Lonsdale City Council directs the Contractor to haul to another MPCA approved landfill, all refuse and recycling materials collected in the City of Lonsdale by the Contractor shall be hauled to the Rice County Landfill. The Contractor shall be responsible for all fees associated with disposal.

j. Collection Service Schedule:

Contractor shall collect refuse and recycling from each household in accordance with a schedule established by the Contractor, subject to approval by the City. The Contractor may divide the City into up to two (2) collection routes of approximately equal size and shall service each route once each week. All household collection services shall be conducted between the hours of 7:00 am and 6:00 pm, Monday through Saturday. Household collection shall not be done on Sundays or on News Year Day, Memorial Day, the 4th of July, Labor Day, Thanksgiving Day or Christmas Day.

The Contractor shall provide free refuse collection, transportation and disposal services to the following City buildings, including but not limited to: City Hall, Fire Hall, Police Station, Municipal Liquor Store, Public Works, Wastewater Treatment Plant, Water Treatment Plant, Library and City Parks. In addition, the Contractor shall provide free refuse and recycling services for Lonsdale annual city festival – Community Days.

k. Collection Equipment:

The Contractor shall make all collection of refuse and recycling materials in water-tight metal receptacles or closed-top vehicles constructed so their contents will not leak, spill or scatter therefrom. The Contractor shall be responsible to immediately clean up any refuse or recycling materials that are dumped or spilled in collection or transporting. For this purpose, a broom and shovel in good useable condition shall be placed and maintained on each vehicle. Receptacles and vehicles shall be kept clean and as free as possible from all offensive odors and shall not be allowed to stand in any street, alley or other place longer than is reasonably necessary to collect refuse and recycling materials.

All vehicles shall be painted and marked uniformly and shall have the Contractor name and telephone number prominently displayed in lettering of a contrasting color, at least three (3) inches high on each side of the vehicle.

The Contractor shall keep all equipment used in the performance of the work in good operating condition, free of fluid leaks and in a clean and sanitary condition. All equipment shall meet federal, state, county and city regulations concerning vehicles used on public roads.

The Contractor shall furnish the City with a written description of all vehicles and equipment to be used within the City of Lonsdale and in the performance of collection services. Included with each vehicle description shall be digital photos of the front, rear and both sides of that particular vehicle. Each collection vehicle shall be equipped with standard warning flashers, warning alarms to indicate movement in reverse, fire extinguishers and signs on the rear of vehicle stating “This Vehicle Makes Frequent Stops”.

l. Collection Operations:

The Contractor shall provide sufficient equipment and personnel to ensure efficient performance of this contract during the established hours of operation. Contractor’s employees shall handle all containers with reasonable care to avoid damage. Once emptied, the containers shall be placed in an upright position on the boulevard adjacent to the curb.

Any contents spilled during collection and transportation, shall be collected and disposed of in a good workmanlike manner.

The Contractor shall instruct all employees that they shall generally not operate any equipment in reverse, unless reverse operation is absolutely necessary for safe entrance to or egress from a driveway.

A full-time superintendent of collection (or at least equivalent) shall be employed by the Contractor and shall be the representative of the Contractor to the City Administrator or authorized representative. The superintendent (or at least equivalent) shall be available to the City during normal hours of collection operations and shall be responsible for maintaining regular and proper schedules for collection. The superintendent shall have supervisory duties, which shall include servicing complaints.

The Contractor shall establish and maintain with continuous supervision, an office for accepting complaints and resident calls. City residents shall not be expected to make long distance calls for service or to register complaints. The office shall be in service between the hours of 8:00 am and 4:30 pm, Monday through Friday, except legal holidays. The address and telephone number of such office and any changes shall be given to the City in writing.

Whenever the City or a resident notifies the Contractor of a location which has not received scheduled service (with the exception of a resident who is ninety (90) days or more past due), the Contractor shall provide service to such resident no later than the following working day from the time of the complaint. The Contractor shall answer all complaints courteously and promptly.

The Contractor shall comply with Ordinances of the City and the laws and regulations of Rice County, the State of Minnesota and its agencies relating to sanitation and the collection, transportation and disposal of refuse and recyclables.

The Contractor shall provide and maintain all necessary sanitary and safety accommodations for the use and protection of its employees to provide for their health and welfare and shall comply with federal, state and local codes and regulations, as well as those of any other applicable governmental agencies.

The Contractor shall keep complete and accurate financial records in accordance with generally accepted accounting practices.

4. TERM OF CONTRACT:

The term of this contract shall commence on April 1, 2015 and end on March 31, 2020. The City and Contractor may agree to extend the term of this contract beyond the original termination date upon such terms and conditions as the parties shall mutually agree, subject to the requirements of Minnesota law.

The Contractor shall perform the services required as an Independent Contractor and shall not be deemed an employee of the City.

Either party may terminate this contract for any just cause upon one hundred and eighty (180) days written notice to the other party. The City may terminate this contract immediately if in the judgment of the City Council, the Contractor is failing to perform one or more terms of this contract and such failure to perform causes an immediate hazard to the health or safety of the residents of the City after providing the Contractor notice of the failure and a reasonable opportunity to cure the failure to perform.

The Contractor shall not assign this contract or any interest therein or any privilege or right granted therein without written consent of the City Council of Lonsdale. Consent to one assignment shall not be deemed to be consent to any subsequent assignment. The Contractor shall not subcontract all or any portion of the work to be performed hereunder without written consent of the City Council of Lonsdale.

5. INDEMNIFICATION AND HOLD HARMLESS:

The Contractor agrees to indemnify and hold harmless the City, its agents, officers and employees from any and all claims, causes of action, liabilities, losses, damages, costs, expenses including reasonable attorneys' fees, suits, demands and judgments of any nature, because of bodily injury to, or death of, any person or persons and/or because of damages to property of the Contractor or others, including loss of use from any cause whatsoever, which may be asserted against the City on account of any act or omission, including negligence, of the Contractor, or the Contractor's employees or agents in connection with the Contractor's performance of this contract or any renewal hereof.

The Contractor agrees to defend any action brought against the City on any such matters, and to pay and satisfy any judgment entered thereon together with all costs and expenses incurred in connection therewith.

6. INDEMNIFICATION AND INSURANCE:

Certificates of insurance for general liability and workers' compensation acceptable to the City of Lonsdale shall be filed with the City of Lonsdale within ten (10) days after the receipt of the Notice of Award. These certificates shall name the City of Lonsdale as an additional insured and shall contain a provision that the coverages afforded under the policies will not be canceled unless at least thirty (30) days prior written notice has been given to the City of Lonsdale. Any lapse of required insurance coverage shall be just cause for the City to immediately terminate this contract. All policies evidencing insurance required by this paragraph shall insure the City and Contractor for any act or omission, including negligence of the Contractor or the Contractor's employees or agents in connection with performance of collection, transportation and disposal services, including claims arising out of operation of any vehicles use by the Contractor or the Contractors employees or agents in performing collection, transportation and disposal services. General liability insurance must have a minimum of \$2,000,000.00 coverage per occurrence. Vehicle liability must cover every vehicle used in the Contractor's operation with a minimum of \$2,000,000.00 combined single limit per occurrence. The Contractor shall maintain statutory employee's liability insurance for Workers' Compensation in such amounts as required by law.

7. PERFORMANCE BOND:

The Contractor shall furnish a performance bond in the amount of \$100,000.00 dollars conditioned upon Contractor's faithful performance of the work specified herein. Failure of the Contractor to perform this contract which endangers the health, safety or welfare of the residents of the City of Lonsdale shall be just cause for immediate termination of this contract by the City. The surety on the Contractor's performance bond shall be bound by the terms of such bond to obtain and provide garbage and refuse collection and disposal services as contemplated by this contract until another contract can be let and executed according to law. Determination that such conditions exist shall be within the sole discretion of the City Council of the City of Lonsdale.

8. PROTECTION OF WORK, PROPERTY AND PERSON:

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor will take all necessary protection to prevent damage, injury or loss to all employees and other persons who may be affected thereby and other property, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body jurisdiction. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

9. CONTRACTOR SELECTION PROCESS:

The City will objectively evaluate the proposals submitted to determine the best value for the City and its residents. A comprehensive set of criteria will be used to quantify the merits of each proposal package, including (but not limited to):

- a. Strength of qualifications of the Contractor, especially related to the particular needs of the City of Lonsdale. Qualifications will include, but not limited to, the proven capacities of the Contractor to meet the operational requirements of the City;
- b. Comments from the Contractor's reference clients; and
- c. Responsiveness of the Contractor to all other provisions of this RFP.

To the best of its ability, the City will use the following process for its decision-making:

City staff will review and analyze the details of the qualified submitted proposals. The City reserves the right to ask submitters for additional information/clarification to better understand proposals.

City staff will recommend the top two (2) proposals and negotiate with the top ranked proposal submitter. If the negotiations are not successful the City may initiate negotiations with the second ranked proposal submitter.

REQUEST FOR PROPSOALS

**COLLECTION, TRANSPORTATION AND DISPOSAL OF
RESIDENTIAL REFUSE FOR THE CITY OF LONSDALE, MN
APRIL 1, 2015 THROUGH MARCH 31, 2020**

NOTICE TO RESPONENTS

Invitation for Proposals:

Proposals will be received at Lonsdale City Hall, 415 Central St. W., Lonsdale, MN 55046 until 9:00 am, Tuesday, February 17, 2015 for exclusive collection, transportation and disposal of low density residential refuse in the City of Lonsdale from April 1, 2015 through March 31, 2020.

Submission of Proposals:

Proposal must be sealed, submitted and received no later than 9:00 am, Tuesday, February 17, 2015 at:

Lonsdale City Hall
415 Central St. W.
Lonsdale, MN 55046

The City of Lonsdale reserves the right to reject any or all bids, to waive technical irregularities and to award the contract to the lowest responsible bidder and in the best interests of the City. Price will not be the sole consideration in determining the lowest responsible bidder and best interest of the City. No bids may be withdrawn for a period thirty (30) days after the date and time set for the proposal submission time.

City of Lonsdale
415 Central St. W., Lonsdale, MN 55046

REQUEST FOR PROPOSALS

**COLLECTION, TRANSPORTATION AND DISPOSAL OF
RESIDENTIAL REFUSE FOR THE CITY OF LONSDALE, MN
APRIL 1, 2015 THROUGH MARCH 31, 2020**

PROPOSAL FORM

TO: Joel A. Erickson
City Administrator
415 Central St. W.
Lonsdale, MN 55046

Dear Sir:

1. The following bid is made for the exclusive collection, transportation and disposal of low density residential refuse and recycling in the City of Lonsdale from April 1, 2015 through March 31, 2020. The Proposal Documents include the Request for Proposals, Notice to Respondents, Proposal Form, Affidavit and Information Required of Proposers and any other documents issued by the City of Lonsdale in connection with the proposal process, all of which are the basis for this proposal.
2. The undersigned certifies that the Proposal Documents have been carefully examined and understood by the proposer and that at no time will any misunderstanding of the Proposal Documents be pleaded.
3. The undersigned understands that the City reserves the rights to reject any or all Proposals, to waive technical irregularities and to award the contract to the lowest responsible proposer and in the best interest of the City and understands further that price will not be the sole consideration in determining the lowest responsible proposer and the best interests of the City.
4. The proposer is a [circle one] sole proprietor/corporation/partnership/other: _____.
5. If the proposer is a corporation, the state of incorporation is: _____.
6. If the proposer is a partnership, the full names and addresses of all partners are:

Minimum Conditions for Contractors:

Proposer is able to meet all the Minimum Collection, Transportation and Disposal Standards:

_____ Yes / _____ No

Number of licensed fleet vehicles meeting minimum standards: _____

Signature of Proposer: _____

Guaranteed Contract Pricing:

Monthly Rates:

The following shall be the maximum monthly rates for refuse collection, transportation and disposal per household per container size:

Container	2015	2016	2017	2018	2019	2020
32 Gal. (senior)	_____	_____	_____	_____	_____	_____
32 Gallon:	_____	_____	_____	_____	_____	_____
64 Gallon:	_____	_____	_____	_____	_____	_____
96 Gallon:	_____	_____	_____	_____	_____	_____
Additional 96 Gallon:	_____	_____	_____	_____	_____	_____
Bag Service:	_____	_____	_____	_____	_____	_____

The Contractor, NOT the City shall be responsible for the collection of monthly rates from residents.

Non-Payment Reinstatement Fee (if any): _____

Cost for weekly curbside recycling pick up per household (if any): _____

Recycling Program Financial Contribution per ton of material: _____

Fuel Surcharge (Optional)

The City will consider a monthly fuel surcharge when diesel fuel reaches an agreed upon price per gallon for inclusion in contract language. The published index for determining monthly diesel fuel prices will be the Department of Energy (DOE) “Weekly Retail On-Highway Diesel Prices” for the Midwest region. The price published for the first Monday of the month will be used as that month’s diesel fuel price. The prices can be viewed at the DOE’s website:

<http://www.eia.gov/petroleum/gasdiesel/>

Diesel Fuel Price per Gallon	Fuel Surcharge
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Extra Item Pricing

Provided that a resident makes special arrangements with the Contractor, the Contractor shall collect and dispose of large items commonly known as “White Goods”, including but not limited to refrigerators, stoves, dishwashers, washers, dryers and mattresses. The cost for this service is outlined in the table below. Cost for extra items may be adjusted from time to time with approval of the City.

Item:	Charge:
Dishwasher:	_____
Freezer:	_____
Mattress/Box Spring:	_____
Microwave Oven:	_____
Refrigerator:	_____
Dryer:	_____
Stove:	_____

Electronics: _____

Spring Clean-Up: _____ per _____

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion

I hereby swear or affirm under the penalty of perjury:

1. That I am the bidder (if bidder is an individual), a partner in the bidder (if the bidder is a partnership) or an officer or employee of the bidder having authority to sign on the bidder's behalf (if the bidder is a corporation or other entity);
2. That the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies equipment or services described in the request for proposals, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety of any bond furnished with the bid; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____

Printed Name: _____

Firm Name: _____

Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public
My Commission Expires _____

Bidder's employer identification number: _____